

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400190

PRINT DATE: 11/24/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1352424600
CLEANING 2 PERFECTION LLC
3849 ST BARNABAS RD
T2
SUITLAND, MD 20746
(800)301-1237

REFER QUESTIONS TO:

MICHELLE FRIERSON
(410)767-3002
MICHELLE.FRIERSON@MARYLAND.GOV

ITB: 001IT819580

EXPR DATE: 12/01/17
POST DATE: 11/20/14

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 533,435.91

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

DGS FUNDING:

H00 15 33151 0813 \$ 91,719.00
H00 16 33151 0813 \$177,804.00
H00 17 33151 0813 \$177,804.00
H00 18 33151 0813 \$ 96,085.00

SBR PROCUREMENT.

LIVING WAGE TIER: ONE (1).

TERM: THREE (3) YEARS WITH TWO (2), ONE-YEAR RENEWAL OPTIONS.

HIRING AGREEMENT ELIGIBLE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	91039	EA	497,412.0000

JANITORIAL/CUSTODIAL SERVICES

MONTHLY COST TO PROVIDE JANITORIAL SERVICES FOR TAWES OFFICE BUILDING FOR A PERIOD OF THREE (3) YEARS, BEGINNING DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2017, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS. THE STATE RESERVES THE UNILATERAL RIGHT TO RENEW FOR AN ADDITIONAL TWO (2), ONE-YEAR PERIODS, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND COST.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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MONTHLY COST: \$13,817.00

0002	91039-JANALT	LT	24,000.0000
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JANITORIAL ADD ALTERNATE (WINDOW WASHING, CLEAN CARPETS, ETC.)

ADD ALTERNATE #1 (ANNUALLY) CLEAN AND SHAMPOO CARPETING IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS.

\$8,000.00 EACH YEAR

0003	91039-JANALT	LT	12,000.0000
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JANITORIAL ADD ALTERNATE (WINDOW WASHING, CLEAN CARPETS, ETC.)

ADD ALTERNATE #2 (ANNUALLY) CLEAN ALL VENTILATION GRILLS IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS.

\$4,000.00 EACH YEAR

0004	91039	EA	13.9100
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JANITORIAL/CUSTODIAL SERVICES
HOURLY RATE FOR ON-SITE SUPERVISOR

\$13.91

0005	91039	EA	10.0000
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JANITORIAL/CUSTODIAL SERVICES
HOURLY RATE FOR JANITORIAL STAFF

\$10.00

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE

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TERMS (cont'd):

INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

IF YOU ARE A DEPARTMENT OF GENERAL SERVICES CERTIFIED SMALL BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

SB12-8549

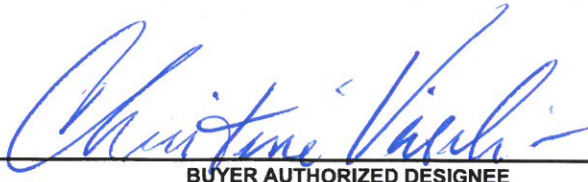
MDGS'S SBR CERTIFICATION NUMBER

IF A CONTRACTOR SUBJECT TO THE LIVING WAGE LAW FAILS TO SUBMIT ALL RECORDS REQUIRED UNDER COMAR 21.11.10.05 TO THE COMMISSIONER OF LABOR AND INDUSTRY AT THE DEPARTMENT OF LABOR, LICENSING AND REGULATION, THE AGENCY MAY WITHHOLD PAYMENT OF ANY INVOICE OR RETAINAGE. THE AGENCY MAY REQUIRE CERTIFICATION FROM THE COMMISSIONER ON A QUARTERLY BASIS THAT SUCH RECORDS WERE PROPERLY SUBMITTED.

ALL HOUSEKEEPING SUPPLIES IN SUPPORT OF THIS CONTRACT ARE TO BE PURCHASED FROM BLIND INDUSTRIES AND SERVICES OF MARYLAND (BISM) TO THE EXTENT THEY ARE AVAILABLE.

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AUTHORIZED BY:



CHRISTINE VIAL

BUYER AUTHORIZED DESIGNEE

DATE:

11/24/14

Specification C
Maryland Department of General Services
Tawes Natural Resources Building
Janitorial Services
Invitation to Bid# 001IT819580
eMarylandMarketplace Solicitation# MDDGS31015210
Small Business Reserve Procurement with a five (5) % Minority Business Enterprise Goal

1. SCOPE OF WORK

1.1 The Contractor shall furnish all labor, equipment and supplies (except those specified in Paragraph 4 of this section) necessary to perform the cleaning tasks in the Tawes Natural Resources Building located at 580 Taylor Avenue, Annapolis, Maryland in strict conformance with the standards specified in these Specifications. The areas consist of the following:

- Approximately 190,000 net square feet of cleanable office space on 5 floors
- Approximately 178,000 square feet of carpeted floor surface
- Approximately 2000 square feet of resilient tile floor surface
- Approximately 10,000 square feet of ceramic tile, brick pavers and quarry tile flooring (in restrooms, common areas, first floor lobbies)
- 42 restrooms
- Approximately 5,000 fluorescent lamp fixtures
1200 window blinds
- 6 elevators
- 7 stairwells

It shall be the Contractor's responsibility to verify the areas, sizes and quantities of the surfaces and items listed above. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in Contractor's Bid.

1.2 These Specifications pertain to the building identified above which is managed under the authority of the Director of Annapolis Capital Complex, Department of General Services, an Agency of the State of Maryland.

2. **TERM OF CONTRACT**

The term of this Contract will be three years beginning December 1, 2014 through November 30, 2017 with two (2) one (1) year renewals to be exercised at the discretion of the State.

3. **WORK EXCLUDED FROM THIS CONTRACT**

All mechanical rooms, electrical rooms, fan rooms, boiler rooms, refrigeration rooms, and snow removal. All cleaning of the cafeteria is excluded from this Contract.

The Contractor is responsible for cleaning of vending machine and snack areas elsewhere within the building.

4. **PRE-BID CONFERENCE/SITE VISIT**

Each bidder is encouraged to attend the scheduled pre-bid conference/site visit, although it is not mandatory. **However, if there is any Minority Business Enterprise (MBE) Goal whatsoever on this solicitation, ALL BIDDERS ARE REQUIRED TO ATTEND THE PRE-BID CONFERENCE/SITE VISIT (See COMAR21.11.03.09 C. (2) (e)).** In addition, it is highly recommended that ALL Prime Contractors bring their intended subcontractors to the pre-bid conference/site visit to ensure that all parties understand the requirements of the contract and the goal. Finally, MBE Subcontractors are encouraged to attend the pre-bid conference/site visit to “market” their participation to potential prime contractors.

The pre-bid conference/site visit is scheduled for **Monday, August 18, 2014 at 10:00 a.m.** at the first floor conference room of 29 St. Johns Street, Annapolis, MD 21401. At the scheduled pre-bid conference/site visit, each bidder will be permitted to examine the building, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Contractor to familiarize himself/herself fully with the building and the contents of these specifications. Failure to do so does not relieve the successful bidder from his obligations to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid. As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified in this ITB to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in the bid document. For more pre-bid conference/site visit information, contact DGS Procurement Officer, Tolu Olojo, (410) 767-4605.

5. **SUPPLIES TO BE FURNISHED BY STATE**

The State will furnish all paper hand towels, toilet paper and hand soap **only!** These supplies shall be stocked in the janitorial closets by State personnel. Records of usage of these supplies will be maintained by the State and Contractor. The Contractor will be held accountable for any excessive usage of these supplies and be invoiced for the cost of the actual product plus twenty percent (20%) administrative fee.

6. **SERVICES TO BE SUPPLIED BY THE STATE**

5.1 The State will supply the Contractor with light, heat, electricity, and hot & cold water for the cleaning of the building. Hot water temperature is regulated by the State's energy guidelines and cannot be increased above the current guideline temperature. Building temperatures are adjusted during non-business hours to reduce energy use; workers may occasionally need to dress in cooler or warmer clothing as building temperatures dictate.

5.2 The State will provide janitorial closets for housing of the Contractor's equipment and supplies. These closets will be supplied with locks to safeguard the Contractor's property. These closets must be maintained in clean, neat and orderly condition by the Contractor. Keys to the janitorial closets will be the responsibility of the Contractor. Should the Contractor lose these or any other building keys he shall be responsible for the costs of replacing or re-keying the locks so affected. **The Director will have access to the Contractor's storage area(s) by use of a master key, in the event an emergency condition requires prompt access.**

7. **HOURS WHEN WORK MAY BE PERFORMED**

Work may be performed Monday through Friday between the hours of 5:00 p.m. and 10:00 p.m. Daily, weekly, quarterly, semi-annual and annual janitorial tasks may be performed daily between those hours Monday through Friday, or on State holidays and weekends, with prior approval of the Director.

8. **PERFORMANCE/STAFFING PLAN**

8.1 In the bid package, the Contractor must submit a performance/staffing plan which Shall include the following:

1. The name of the On-Site Supervisor (section 11.1) authorized to act for the

Contractor in every detail for the janitorial cleaning services. The On-Site Supervisor must have a minimum of two (2) years experience performing duties in this capacity (**resume required with submittal**). Also, Contractor must provide work history of personnel to work in the building (**work history summary of all potential staff required with bid submittal**).

2. A list of environmentally and green certified supplies and materials (Section 10.1) from BISM that are to be used to perform the Base Bid Tasks in Section 9 (#1 thru #13).
3. A list of equipment (section 10.2) to be used to perform tasks #1 – 13 in Section 9 giving the brand name, manufacturer and intended use of each of the materials that he proposes to use in performance of the work.
4. A performance schedule for all daily, weekly, monthly, quarterly, semi-annual, annual, and as need janitorial tasks which will include staffing levels, staffing assignments, equipment utilization, and a complete schedule for tasks #1-13 in Section 9.

9. **(A) BASE BID TASKS #1 THROUGH #13**

The building must be cleaned at the frequency and to the standards as detailed in these specifications. The Housekeeping Supervisor will determine whether the tasks have been performed, and that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reductions in the Contractor's monthly invoice as indicated in Paragraphs 14, 1 through 4. The Contractor may appeal the Housekeeping Supervisor's determination in accordance with Paragraphs 15, 1 through 3.

TASK # 1 : EMPTY TRASH CANS AND REMOVE TRASH

FREQUENCY: DAILY MONDAY THROUGH FRIDAY

LOCATIONS: LOBBIES, GENERAL OFFICES, EXECUTIVE OFFICES, CONFERENCE ROOMS, CORRIDORS, SNACK AREAS AND RESTROOMS

STANDARDS:

1. All trash from trash cans are removed and deposited in dumpster at loading dock. Dumpster doors are to be left closed (and latched if applicable) after depositing trash. No trash is to be left on ground around dumpster. If dumpster is full before all trash is placed in it, State's Evening Housekeeping Supervisor is to be contacted for instructions on where to place it.
2. All small loose trash is placed in large plastic bags and deposited in the trash carts. Large plastic bags are closed, tied and are free from holes which would allow trash or liquid to escape.
3. Trash carts for collection of trash through the building are not provided. Provision of trash carts will be the responsibility of the Contractor. Trash carts provided by the Contractor shall be maintained in good repair and be free of residues and odors. Any carts determined to be unacceptable due to decrepit appearance; damaged wheels, odors or other adverse attributes will be removed from the building and replaced with acceptable units by the Contractor. The Housekeeping Supervisor will determine if carts provided by the Contractor are acceptable for use in the building. The Contractor shall be responsible for any damages to building floor coverings or other surfaces resulting from improperly maintained carts or careless movement of them.
4. All emptied trash cans are to have liners that are free of soil, stains or residues caused by liquids, coffee grounds, food, garbage or any other substance which creates an odor or causes other trash to adhere to the liner. All liners are to be a minimum of **4 mil.** in thickness. Trash cans are to be placed back in there original locations after being emptied.
5. All items marked as Atrash@ are removed and boxes are broken down prior to placement in the trash carts. If provisions for cardboard recycling are established within the building, broken down cardboard boxes are to be placed in the appropriate recycling collection bin.

TASK # 2 : CLEAN GLASS

**FREQUENCY: ONCE PER WEEK/
DAILY: LOBBY, A WING, E WING ENTRANCE DOORS**

**LOCATIONS: ALL ENTRANCE DOORS (INCLUDING REVOLVING
DOORS AND ENCLOSURES), ALL INTERIOR GLASS
DOORS AND PANELS IN GENERAL BUILDING / OFFICE
AREAS, EXECUTIVE OFFICES AND CONFERENCE
ROOMS**

STANDARDS:

1. Glass shall be free of smears, smudges, fingerprints and be uniform in appearance without streaks, residue or haze.
2. Any remnants of tape/adhesive removed.

TASK # 3 : SPOT CLEAN BUILDING SURFACES

**FREQUENCY: ONCE PER WEEK/
DAILY: LOBBY AREA**

**LOCATIONS: LOBBIES, GENERAL OFFICES, EXECUTIVE OFFICES,
ELEVATORS, CONFERENCE ROOMS, CORRIDORS,
STAIRWELLS, LOUNGES / EATING AREAS**

STANDARDS:

1. All walls, doors, partitioning, etc. shall be free of smudges, smears, marks, dirt, fingerprints or other soil.
2. Surfaces are to be free of detergent residue, streaks, film or haze.
3. Stairwell railings free of soiling.

TASK # 4 : CLEAN AND DISINFECT WATER FOUNTAINS AND COOLERS

FREQUENCY: DAILY MONDAY THROUGH FRIDAY

**LOCATIONS: ALL CORRIDORS AND OTHER LOCATIONS WHERE
PRESENT**

STANDARDS:

1. All water spots, dirt, smudges, smears, film and haze is removed from all surfaces of water fountains and coolers. All surfaces exhibit a clean, shiny appearance.

2. Stubborn stains are removed and no damage is done to surfaces of water fountains and coolers.

TASK # 5 : SPOT CLEAN LOBBY, LOUNGE AND SNACK AREA FURNISHINGS

FREQUENCY: DAILY MONDAY THROUGH FRIDAY - AS NEEDED

**LOCATIONS: LOBBIES, RECEPTION / WAITING AREAS,
VENDING / EATING AND LOUNGE AREAS
(EXCLUDING MAIN CAFETERIA)**

STANDARDS:

1. All dirt, dust, smudges, smears, fingerprints, etc. are removed from furnishings. Furnishings exhibit clear shine free of residue or haze. Upholstered furnishings free of crumbs, dirt and debris.
2. All dirt, dust, smudges, smears, fingerprints, etc. are removed from vending machines. Exterior surfaces of appliances wiped down, clean, free of residue or haze.
3. Tables / furnishings in eating areas free of crumbs and food substances, smudges, smears, fingerprints, etc., surfaces clean, free of residues or haze.

TASK # 6 : RESTROOMS

FREQUENCY: DAILY MONDAY THROUGH FRIDAY

LOCATIONS: RESTROOMS ON ALL FLOORS - PUBLIC AND PRIVATE

STANDARDS:

1. All paper towel dispensers are filled to at least $\frac{3}{4}$ capacity and paper towels are dispensed easily and correctly from dispenser. Dispensers are cleaned and free of stains, dirt, film and haze.
2. All toilet paper dispensers have at least $\frac{3}{4}$ roll of toilet paper and rolls are properly

installed in dispensers. Dispensers are cleaned and free of stains, dirt, encrustation, etc.

3. All hand soap dispensers are filled to at least $\frac{3}{4}$ capacity with the proper ratio of water dilution according to the soap manufacturer's recommendations. Hand soap is not to be diluted with water beyond the manufacturer's recommendations. All dispensers are to be accessed properly and restored to proper operating condition after filling. Dispensers are cleaned and free of stains, dirt, encrustation, soap scum buildup around nozzles, etc.
4. Basins, counter tops, partitions, stalls and exposed plumbing are clean, disinfected and free of stains, dirt, hair, smudges, smears, encrustation and water spots. Chrome fixtures, pipes and hardware shined, free of encrustation.
5. Toilets and urinals clean, disinfected and free of stains, dirt, hair, smudges, smears, encrustation, water spots and rust. Toilet seats clean, disinfected and free of stains, dirt, hair, smudges, smears and water spots on all surfaces top and bottom. Chrome pipes and hardware cleaned, shined and free of encrustation.
6. Sanitary napkin depositories emptied, clean, disinfected and free of dirt, hair, smudges, smears, water spots, encrustation, rust and odors. Exterior of depositories are free of smears, film and haze. Contents of depositories placed in plastic bags, plastic bags tied and deposited in trash carts.
7. Mirrors clean and free of smudges, smears, spots, fingerprints, streaks, haze and residues.
8. Floors mopped clean with clean mop and fresh disinfectant solution mixed at the manufacturer's recommended dilution strength. Free of dirt, stains, hair, mop strands and other debris. Cove base tile at walls free of dirt and stain buildup.

TASK # 7 : DUST MOP AND WET MOP ALL CERAMIC TILE, QUARRY TILE, BRICK PAVER, CONCRETE AND RESILIENT TILE FLOORS

**FREQUENCY: DAILY: DUST/WET MOP LOBBY, KITCHEN, ELEVATORS
DAILY: DUST/SPOT MOP ALL HALLWAYS AND CATWALKS
TWICE WEEKLY: WET MOP ALL AREAS**

LOCATIONS: ALL LOBBY AREAS, LOUNGES, VENDING AND EATING AREAS (EXCEPT CAFETERIA), CORRIDORS, AND STAIRWELLS

STANDARDS:

1. All dirt, dust, snow melting compounds, trash, and other debris removed from floors.
2. No dirty water, cleaning solution residue, mop strands or marks visible on floors.
3. All corners and areas adjoining vertical walls or stairs shall be free of dirt, dust, trash, dirty wash residue, cleaning solution residue or buildup.
4. Movable items such as chairs, waste baskets, etc. are to be moved as needed to dust mop / wet mop all accessible areas, then returned to their original positions.

TASK # 8 : VACUUM ALL CARPETED AREAS AND WALK OFF MATS

FREQUENCY: DAILY MONDAY THROUGH FRIDAY: ALL ENTRANCES, WALK OFF MATS, CARPETED ELEVATORS AND CARPETED HALLWAYS

DAILY: SPOT VACUUM ANY AREAS OF IMMEDIATE NEED

WEEKLY - EACH FLOOR / ALL AREAS - FOLLOWING SCHEDULE

ENTIRE 4TH FLOOR - ALL WINGS - MONDAY

ENTIRE 3RD FLOOR - ALL WINGS - TUESDAY

**ENTIRE 2ND FLOOR - ALL WINGS - WEDNESDAY
ENTIRE 1ST FLOOR - ALL WINGS - THURSDAY
ALL CARPETED BASEMENT AREAS – FRIDAY**

**LOCATIONS: LOBBIES, GENERAL OFFICES,
EXECUTIVE OFFICES, CORRIDORS, RECEPTION /
WAITING AREAS, CONFERENCE ROOMS AND LOUNGE
AREAS**

STANDARDS:

1. Carpets are to be free of all dirt, dust, paper clips, staples, small bits of paper and other debris.
2. Movable items such as chairs, waste baskets, etc. are to be moved as needed to vacuum all accessible areas then returned to their original positions.
3. Floor mats are to be returned to their original positions.

TASK # 9 : SPOT CLEAN CARPET STAINS

**FREQUENCY: AS NEEDED FOR IMMEDIATELY KNOWN STAINS AND
SPILLS**

WEEKLY DURING ROUTINE INSPECTION

LOCATIONS: ALL CARPETED AREAS

STANDARDS:

1. Carpet is free of stains, spots or marks of any kind which can be removed with approved carpet cleaning solutions.

TASK # 10 : DUST ALL HORIZONTAL AND VERTICAL SURFACES

FREQUENCY: WEEKLY

**LOCATIONS: GENERAL OFFICES, EXECUTIVE OFFICES, LOBBIES,
CORRIDORS, CONFERENCE ROOMS, LOUNGES,
VENDING AND EATING AREAS**

MONDAY: 4TH FLOOR

TUESDAY: 3RD FLOOR

WEDNESDAY: 2ND FLOOR

THURSDAY: 1ST FLOOR

FRIDAY: BASEMENT

STANDARDS:

1. All dust removed from all horizontal and vertical surfaces in the above areas, Including window sills, desks, file and storage cabinets, furniture, Bulletin boards, etc.

TASK # 11 : RECYCLING COLLECTION (paper, glass, cans, and plastic)

FREQUENCY: DAILY MONDAY THROUGH FRIDAY - AS NEEDED

LOCATIONS: GENERAL OFFICES, CORRIDORS, LOBBIES, ETC.

STANDARDS:

1. All recycled products collected from individual containers throughout building shall be transferred to the main collection containers in the basement. All material is to be transferred with no overflowing, spillage, etc.
2. Individual recycle containers cleaned or wiped out when soiled from spills or other residues and left in their original locations.
3. Cardboard boxes broken down / flattened and placed in the appropriate container if recycling provisions for cardboard are established within the building.

TASK # 12 : ELEVATORS

FREQUENCY: DAILY

LOCATIONS: ALL PASSENGER ELEVATORS IN BUILDING

STANDARDS:

1. All dirt, dust, smudges, smears, fingerprints, etc. removed from all surfaces; all surfaces clean.
2. All dirt and debris vacuumed from door tracks at all floors.
3. All hardware polished, shined, free of residues and haze.
4. Light fixture diffusers are to be clean, free of dirt, dust, smudges, etc.

TASK #13: MACHINE SCRUB ALL RESTROOMS PUBLIC AND PRIVATE

FREQUENCY: SEMI-ANNUALLY: FEBRUARY AND AUGUST

LOCATION: ALL RESTROOMS – PUBLIC AND PRIVATE

STANDARDS:

All floors free of debris and grout lines free of dirt and grime.

ADD ALTERNATE #1 CLEAN AND SHAMPOO CARPETING

FREQUENCY: ANNUALLY: AUGUST

LOCATIONS: ALL CARPETED AREAS THROUGHOUT BUILDING

STANDARDS:

1. All carpeting vacuum cleaned prior to shampooing to remove all loose soil and debris.

2. After shampooing, carpet is free of all dirt, stains, shampoo residue or other soil which can be removed through effective cleaning.
3. Areas of carpet inaccessible to machine cleaning are to be cleaned manually, such as corners, behind doors, along edges, etc.
4. All movable items (chairs, chair mats, desks, trash cans, etc.) shall be moved as needed to permit access for complete shampooing and returned to original positions after shampooing completion.
5. Carpet presents a clean uniform appearance.

ADD ALTERNATE # 2: CLEAN ALL VENTILATION GRILLS, CEILING VENTS AND DIFFUSERS

FREQUENCY: ANNUALLY: JULY

LOCATIONS: ALL SUPPLY AND RETURN VENTS THROUGHOUT THE BUILDING

STANDARDS:

1. All grills free of dirt, dust, and streaks.
2. All tiles around vents shall be vacuumed so that ceiling tiles are free of dust, dirt and smudges.
3. All grills reassembled to proper operation condition.

10. SUPPLIES, MATERIALS AND EQUIPMENT

It shall be the responsibility of the Contractor to:

- 10.1 Furnish all supplies, materials and equipment necessary for the performance of the work of this Contract unless otherwise specified herein. The supplies utilized under this Contract shall be environmentally friendly and green certified. The Contractor shall not use any material which the Building Services Supervisor determines would be unsuitable for the intended purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

Note: Housekeeping supplies in support of this Contract are to be purchased from Blind Industries and Services of Maryland (BISM) to the extent they are available. Purchases must be made directly from BISM. The Product Description List will be disbursed at the pre-bid conference. Additional information may be obtained from BISM direct by calling Tom Owens 410-737-2647. As this is a mandatory requirement, failure to comply will be considered a Contract default. A copy of the Contract will be provided to BISM for follow up.

- 10.2 Furnish all necessary commercially-rated cleaning equipment including power floor scrubbing machines, polishing machines, industrial-type vacuum cleaners, etc., required for the performance of the work of this Contract. The equipment must be of the size and type customarily used in work of this kind and must meet the approval of the Director.
- 10.3 Ensure that each piece of equipment delivered to the Contract work site for use under this Contract is fully operational and serially numbered and appropriately identified with a plate affixed thereon. The Contractor must furnish the Building Services Supervisor with a listing of all the equipment delivered to the building with the corresponding serial numbers. On a schedule established by the Director, an inventory is to be made of the equipment. The purpose of the inventory is to ensure that all equipment is in operating condition and that the quantity and quality agreed upon at the start of this Contract is the same. The Contractor shall accompany the designated State employee conducting the inventory. It is the responsibility of the Contractor to provide only those items approved at the beginning of the Contract. Further, all equipment shall be operative at all times. Any inoperative equipment shall be repaired and/or replaced within a 24-hour period. The Contractor shall be entirely responsible for any damages to any building surfaces or components caused by the use of defective/faulty equipment by Contractor's employees. Any such damages occurring shall be fully repaired/restored to the satisfaction of the Director.
- 10.4 In conjunction with the Housekeeping Supervisor, the on-site supervisor will inventory all of the materials and equipment on hand during the final month of the Contract. Any materials remaining at the termination of the Contract that have been provided by the State will remain the property of the State.

11. ON-SITE SUPERVISOR

- 11.1 The Contractor shall provide for an on-site supervisor who will represent the Contractor in all matters concerning this Contract.
- 11.2 The on-site supervisor shall start work at 4:30 p.m. during a normal day of service. The on-site supervisor shall also be present at any time the janitors are performing work on Saturdays, Sundays or State holidays.
- 11.3 The on-site supervisor shall make himself/herself available to the Housekeeping Supervisor, or his/her designee, between the hours of 4:30 p.m. and 5:00 p.m. for the purpose of obtaining instructions or becoming informed about deficiencies in the janitorial work, or any other reason the Director, or his designee, should wish to confer with the on-site supervisor.
- 11.4 Failure of the on-site supervisor to be present at any time janitorial work is performed under this Contract will result in reductions from payment to the Contractor.
- 11.5 The on-site supervisor will be given a copy of these Specifications and the appropriate schedules and standards.
- 11.6 The on-site supervisor is responsible for presenting to the Housekeeping Supervisor a schedule of dates and times when the semi-annual and annual tasks will be accomplished. This schedule is to be presented no later than thirty (30) calendar days following the first day of service under this Contract.
- 11.7 Failure of the on-site supervisor to provide the Housekeeping Supervisor with the schedule of semi-annual and annual cleaning tasks within thirty (30) calendar days of the start of this Contract shall result in reduction from payment to the Contractor at the rate of .0001 of the annual Contract price for each day over thirty (30) that the schedule has not been presented.
- 11.8 The on-site supervisor is responsible and accountable for all activities and behavior of all personnel assigned by the Contractor to perform work under this Contract.
- 11.9 The on-site supervisor shall complete, sign and submit to the Housekeeping Supervisor a daily task sheet indicating the tasks completed and noting any tasks not completed.

12. CONDUCT OF JANITORS

12.1 All employees of the Contractor, while performing work under this Contract, shall not:

- a. remove any State or personal property, equipment, monies, forms or any other item from the building;
- b. engage in loud or boisterous behavior;
- c. operate, radios, tape players or other sound amplification devices;
- d. be under the influence of alcohol or drugs;
- e. gamble;
- f. turn on, or off, or use any equipment other than the Contractor's equipment;
- g. use any State telephone except a telephone designated by the building management for the purpose of business under this Contract; the Contractor shall reimburse the State for any costs for misuse of telephones;
- h. open any desk, file cabinet or storage cabinet;
- i. consume any food or beverage other than that brought with the employee or purchased from vending machines, and only in areas designated by the building management;
- j. engage in horseplay;
- k. remove any item(s) from desks;
- l. sleep;
- m. engage in long conversations with security guards, visitors or other individuals;
- n. take photographs of the building or its contents;
- o. remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash;
- p. engage in any activity which is a violation of rules and regulations applicable to State facilities, is not in the best interest of the State or is otherwise detrimental to the performance of this Contract.

12.2 Should the State find any janitor undesirable under this Contract, the State will immediately notify the Contractor's representative verbally, followed by a written notification to the Contractor that the particular janitor is undesirable. The Contractor shall be responsible for the conduct of that janitor and liable for any action or inaction of that janitor while performing work under this Contract.

13. SECURITY AND REGISTRATION OF CONTRACTOR'S EMPLOYEES

13.1 The Contractor's employees are required to be registered with the Director's office prior to those employees performing services under this Contract.

Registration will consist of the Contractor completing a 3" x 5" identification card for each of the employees assigned to this Contract. The 3" x 5" cards will be provided by the Contractor. No employees will be allowed to work without having his/her photo ID in his/her possession.

- 13.2 The 3" x 5" identification card will require the Contractor to provide the following information: name, address, telephone number, employee's signature and a current 1-1/2" x 1-1/2" picture of the employee.
- 13.3 Failure to provide the requisite identification cards shall result in reductions from payment to the Contractor equal to .0001 of the annual Contract cost for each day the card has not been submitted. The Contractor may be consider in default of Contract after ten (10) days of no receipt.
- 13.4 Contractor's employees performing work under this Contract may be required to pass a Security Clearance background check performed by the Department of General Services Police and/or Maryland State Police. The Contractor shall obtain the necessary Security Clearance forms from the Director's Office, fill them out and return them with the appropriate information provided for each employee Contractor intends on assigning to the Contract. Any employee determined to be unsuitable as a result of the Security Clearance background check shall not be utilized for work under this Contract.

The Security Clearance background check will be required prior to an employee being assigned to perform work under this Contract or anytime thereafter. If an employee already assigned and working under this Contract refuses to permit a Security Clearance background check or if the Security Clearance background check reveals the already-assigned employee to be unsuitable, the Contractor shall discontinue using that employee for performing work under this Contract upon being notified by the Housekeeping Supervisor that the employee has been determined to be unsuitable.

14. DAILY SIGN-IN AND SIGN-OUT PROCEDURE

Upon arrival, Contractor's personnel must sign the Security Log at the DGS Police Control Room located on the first floor of the Central Service Building, 29 St. John's Street, Annapolis, Maryland to receive building passes before proceeding to the building. Upon completion of work, the Contractor's personnel must return to the DGS Police Control Room, return the building passes and sign-out on the Security Log. This procedure must be followed each day that the Contractor performs work.

15. CONTRACTOR'S EMPLOYEES

- 15.1 The Contractor shall require all employees to wear distinctive work clothing for ready identification and assure that every employee is in the proper attire when the employee is on duty. A below-waist work smock is acceptable. Any color or color combination as approved by the Housekeeping Supervisor may be used; however, the distinctive clothing shall be the same for all of Contractor's employees. Employees will be required to dress neatly commensurate with the tasks being performed.
- 15.2 All of Contractor's employees must wear approved identification badges when in or on State property. The Housekeeping Supervisor shall periodically verify passes with employees.
- 15.3 The Contractor's employees must **SIGN-IN** and **SIGN-OUT** of the building with the Security person on duty in the building each and every time they enter or leave the building.
- 15.4 Personnel employed by the Contractor shall be capable employees qualified in this type of work. The Contractor shall staff the building with trained and experienced cleaning personnel who will exhibit capability to operate with a minimum of supervision. A fully qualified work force shall be maintained throughout the period of this Contract. All personnel shall receive close and continuing first-line supervision.
- 15.5 The Contractor's supervisors shall be fully and adequately trained and have a minimum of two (2) years experience in cleaning supervision sufficient in scope to meet the approval of the Director.
- 15.6 The Contractor shall employ the quantity and quality of supervision necessary for both effective and efficient management of cleaning operations at all times. All supervisors shall have thorough knowledge of the various cleaning tasks, equipment and materials so as to be able to both properly train and direct the cleaners in their individual tasks and to maintain and control an effective inspection and follow-up program.
- 15.7 The Contractor shall not hire State employees for work in the State buildings.
- 15.8 The Contractor shall be responsible to have a pool of at least two (2) additional employees that have been cleared through the background check for the sole purpose of any emergencies that may occur, and/or replacement of janitorial personnel.

16. STATE'S REPRESENTATIVE

The Building Services Supervisor, or their designee, will enforce the quality level of Standards in this Contract. The Building Services Supervisor does not have authority to change or alter any of the terms and conditions of this Contract.

17. INSPECTIONS AND APPROVAL OF WORK

The State will demand strict conformance to the standards, and on the frequency specified. The State's Housekeeping Supervisor will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.

A monthly performance meeting will be held with the Director, the Building Services Supervisor and the Contractor.

18. EMERGENCY CONDITIONS

Should an emergency condition requiring immediate attention exist (such as flooding of a particular section of the building), the Contractor shall divert his/her work force or whatever part thereof as directed by the Housekeeping Supervisor as necessary from their normal assigned duties to meet the condition. When these employees are no longer required for the special work, they shall be directed to return to their normal duties and the Contractor shall not be penalized because the normal daily work, which otherwise would have been performed during the interval, has been neglected.

19. CLEANING IN SECURED AREAS

Access to areas to be cleaned will be controlled by DGS Police/Housekeeping Supervisor or other security designee authorized by the Director to provide security at the facility at all times.

20. DEFERRED SERVICES

20.1 The Housekeeping Supervisor or authorized superior thereof may defer any task(s), alternate task(s) or requirement(s) of the Contract if said individual determines deference of the task(s) or requirement(s) is in the best interest of the State. This action may be implemented by verbal notice to the Contractor followed by a written order, and may be implemented at any time during the term of the Contract.

20.2 Upon receiving notice to defer a task(s) or requirement(s), the Contractor's

monthly invoice will be adjusted to reflect the reduced value of the services the Contractor would normally have provided under this Contract.

21. BUILDING CLOSURE

When the building is closed due to snow or hazardous conditions, the Contractor shall make every effort to provide janitorial services at the building. Should the Contractor be unable to provide janitorial services at the building, he must notify the Housekeeping Supervisor that services will not be provided. The Contractor shall not receive payment for tasks not performed as a result of the building being closed.

22. SNOW DAYS

Whenever State employees are excused early as a result of heavy snow accumulation and hazardous driving conditions, the Contractor must make every reasonable effort to provide janitorial services, particularly if the occurrence is on a Friday or a day preceding a holiday. Work shall be performed during the holiday or weekend so that the building shall be cleaned prior to office hours on the following work day. The Contractor shall not receive payment for any scheduled tasks not performed.

23. HOLIDAYS

State holidays on which janitorial services will not be required from the Contractor are:

New Year's Day	Independence Day	Thanksgiving Day
M.L. Kings' Birthday	Labor Day	Day after Thanksgiving
Presidents' Day	Columbus Day	Christmas Day

24. REDUCTIONS FOR NON-PERFORMANCE

- 24.1 Reductions for below standard work will be made if, after the first documented notification, the Contractor has not corrected the deficiency and State worker(s) are assigned to perform the task(s).
- 24.2 Reductions for non-performance will be made if the task was not executed and State workers have to be assigned immediately to perform the task.
- 24.3 Reductions will be based on the hourly rate of the State employee assigned to perform task times the hour/hours required to perform the task.
- 24.4 Contractor shall be responsible to fully reimburse the State of Maryland for any expenses incurred that are directly related to the correction of any identified

deficiencies.

Note: Copies of all correspondences regarding this clause must be submitted to the Procurement Officer. **The above referenced conditions (examples) may result in Termination of Contract for Default by the Procurement Officer.**

25. ESCORT SERVICE

If escort services are required by the State, the Contractor shall be responsible for any cost associated with this service.

26. PAYMENT TO THE CONTRACTOR

26.1 At the end of each month, the Contractor shall render to the Director his invoice, in triplicate, for the services provided during the preceding month. The invoice shall not exceed 1/12 of the annual amount of the Contract, plus any amount due for Alternate Tasks that were performed during that month, which shall be itemized separately. The invoice will detail any known reduction(s) as outlined in these Specifications. The Contractor's Federal Tax Identification number or Social Security number must appear on the front of the invoice. All invoices shall be addressed as follows:

**Department of General Services
Attn: Accounts Payable, Room 1309
301 West Preston Street
Baltimore, MD 21201**

26.2 The Director or his designee shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the Contract. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

27. SCHEDULING OF WORK - BEGINNING OF CONTRACT TERM

27.1 At least ten (10) business days prior to the commencement of the Contract, the Director and/or the Housekeeping Supervisor will confer with the Contractor and review the total specification requirements, total workload and the cleaning methods proposed by the Contractor.

27.2 At least ten (10) business days prior to the commencement of the Contract, the Contractor shall submit Security Clearance background check forms for the

employees Contractor intends on assigning to the Contract.

- 27.3 Two week transitioning period-it will be the Contractor's responsibility to provide staff during this transition period to mirror current Contractor while performing their tasks. This will guarantee that services will not be disrupted when new Contract begins.

28. LIVING WAGE / EMPLOYER CONTRIBUTIONS

- 28.1 The Contractor is required to pay employees that are employed under this Contract at least the **current Living Wage of \$13.91 for Tier 1** that is in effect at the time of the bid. **Each hourly rate shall include direct (living) wages (listed below), all indirect expenses, materials, and supplies normally used, use of any equipment and the Contractor's overhead and profit.**
- 28.2 **The successful bidder will be responsible for any Tier 1 Living Wage (Contract) rate increases during the term of this Contract and such increases may not be passed on to DGS or APB&Gs or the State of Maryland once the Contract has commenced.**

29. LIVING WAGE REQUIREMENTS

- 29.1 A solicitation for services under a State Contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment A-1 entitled Living Wage Requirements for Service Contracts). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.
- 29.2 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.91 per hour, if State Contract services valued at 50% or more of the total values of the Contract are performed in the Tier 1 Area. If State Contract services valued at 50% or more of the total value is performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.91 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

NOTE: Living Wage Rate's changes annually in September. Any increases to the employee wage rate will be the responsibility of the Contractor.

30. MANNING TABLES

The Contractor shall supply to the State, within thirty (30) days after the award of the Contract, the following information:

- 30.1 Total weekly man hours for the provision of all daily, weekly and quarterly tasks (Base Bid Tasks 8.A.1. through 8.A.13.).

31. HIRING AGREEMENT

- 31.1 By submitting a bid or proposal in response to this solicitation, the bidder agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (Exhibit 3). The Hiring Agreement is to be executed by the Bidder and submitted with bid. The Hiring Agreement will become effective concurrently with the award of the Contract.

- 31.2 The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified entry-level Maryland Temporary Cash Assistance customers to fill entry-level job openings resulting from this procurement, in accordance with 13-224, State Finance and Procurement Article.

32. SMALL BUSINESS RESERVE

This is a Small Business Reserve (SBR) Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a Contract.

33. MINORITY BUSINESS ENTERPRISE

The Maryland State Department of General Services adheres to the State of Maryland Minority Business Enterprise (MBE) policies. Minority Business Enterprise vendors are encouraged to respond to this solicitation as the prime contractor and Minority Business Enterprise vendors shall be represented, in subcontract with a **5%** MBE participation goal in the total bid price of this solicitation.

34. **MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT & MBE PARTICIPATION SCHEDULE (Attachment D-1A)**

34.1 MBE form, MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT& MBE Participation Schedule (Attachment D-1A) - is a required document and must be completed and signed and submitted with your online bid response. Please attach this document with your online bid response before the bid is opened by the due date. This form is attached to this solicitation. Use the attached MBE form **only**.

34.2 If the bidder/Offeror fails to submit this form completed and signed, with the bid (online), as required, the Procurement Officer shall deem the bid non-responsive and shall determine that the offer is not reasonably susceptible of being selected for award in accordance with COMAR 21.11.03.09 (5).

35. **OTHER MBE FORMS:**

Out Reach Effort s Compliance Statement - Attachment D-2

MBE Sub-Contractor Project Participation Certification – Attachment D-3A

MBE Prime Project Participation Certification (for MBE PRIME Contractor only) – Attachment D-3B

MBE Forms: Attachments D-2, D-3A, and D-3B must be submitted within ten (10) business days of notification of intent to award. These documents shall be requested by the Business Enterprise Office (BEO) or Procurement Officer. The MBE forms are attached to this solicitation for your use. Use the attached MBE forms **only**.

36. **CONTRACTOR'S INSURANCE**

The Contractor must furnish and keep in effect during the term of the contract the following:

36.1 General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees.

36.2 Such Workmen's Compensation Insurance as is required by the laws of the State of Maryland. Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. The certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the

Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

37. **FIDELITY BOND**

37.1 Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to which the Contractor's employees have access, or loss which the State or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of the Contract. Said bond or bonds shall have a limit of at least \$ 2,500 per occurrence, per employee. Unless the Procurement Officer otherwise agrees, and no later than time of award of Contract, Contractor must deliver said bond to the State. The Contractor's must provide the State with a notice of cancellation within fifteen (15) days.

38. **QUALIFICATIONS OF BIDDERS**

Prior to submitting a bid for the work covered by these Specifications, the bidder shall have no less than three (3) years experience in providing the services of the type and size required by these Specifications. The experience must have been within the past five (5) years. The experience of officials gained prior to the formation of a corporation or other business entity can be considered when evaluating responsibility. References substantiating these qualifications must be submitted with the bid documents and formatted as described under Section A25 - **References**. In order to expedite the award process, it is very important for bidders to include the references as detailed. With each reference, ***list details of type and size of building serviced, and a current working telephone number for contact.***

39. **INFORMATION TO BE SUBMITTED**

- 39.1 The Contractor must submit a listing of buildings of similar size for which his company has performed janitorial services. This listing must include the name and address of the building, institution or facility and its net square footage, contact person and a current working telephone number.
- 39.2 The hourly billing rate for janitor and on-site supervisor shall be for non-overtime work regardless of the day of the week, or hour of the day the work is to be performed. This same rate shall be used when required by the State to work special hours providing additional janitorial services under the Contract. The

hourly billing rates will be used in computing additions to, or deductions (for no-shows) from the monthly payment to the Contractor for extra work required by the State or for penalties imposed on the Contractor as indicated elsewhere in the Specifications. Each hourly rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment and the Contractor's overhead and profit.

- 39.3 A resume of the supervisor must be submitted. This resume must reflect at least two (2) years experience, particularly in a clinical, residential facility, with cleaning supervision for services of the type and size of the Specifications. With each reference on the resume, list details of type and size (square footage) of the buildings serviced, and a current working telephone number for Contact.

40. **BID PREPARATION**

The **Base Bid** shall be a one year price for the provision of all janitorial services as described in these Specifications, **Tasks 9.A.1. Through 9.A.13 (Line 001)**. This price covers performance of all daily, weekly and quarterly tasks to the standards set forth including all supplies, equipment, wages, overhead and profit for the entire term of the Contract.

41. **BASIS FOR AWARD**

This Contract will be awarded to the responsible and responsive bidder that submits the lowest **Total Base Bid (Task 9.A.1 through Task 9.A.13), plus any or all Add Alternates (1-2) for a period of one (1) or three (3) one year term of contract whichever is most advantageous to the State. The State reserves the right to make adjustments to the estimated hours and schedule prior to awarding this Contract, based on fund availability.**

42. **ACCEPTANCE OF BIDS**

Any reference in Sections A, Terms and Conditions or B, Contract Provisions regarding the submission of bids in hard copy format are non-applicable. Bids for this solicitation are being accepted solely via online through emarylandmarketplace. If you have any questions regarding this solicitation, please contact through email the **(DGS) Procurement Officer, Tolu Olojo Tolulope.olojo@maryland.gov**